

**United States Bankruptcy Court
Southern District of New York**

In re: Lehman Brothers Holdings, Inc. et al.

Case No. 08-13555 (JMP) (Jointly Administered)

PARTIAL TRANSFER OF CLAIMS OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e) (2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

BSOF Master Fund L.P.

Goldman, Sachs & Co.

Name of Transferee

Name of Transferor

Name and Address where notices to transferee should be sent:

Court Claim # (if known): 66962, which amends Court Claim # 51582

c/o Knighthead Capital Management, LLC
623 Fifth Avenue, 29th Floor
New York, NY 10022
Attn: Laura Torrado

Amount of Claim: \$98,856,450.00 initial claimed amount of the Claim, as further described in the attached schedule, plus all accrued interest, fees and other recoveries due.

Last Four Digits of Acct. #: _____

Date Claim Filed: July 28, 2010

Phone:

Last Four Digits of Acct. #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BSOF Master Fund L.P.

By: Blackstone Strategic Opportunity Associates L.L.C.,
its General Partner

By: _____

Transferee/Transferee's Agent

Date: 2/2/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

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Case No. 08-13555 (JMP) (Jointly Administered)

PARTIAL TRANSFER OF CLAIMS OTHER THAN FOR SECURITY

CLAIM 66962 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the partial transfer of that claim, the transferee filed a Partial Transfer of Claim other than for Security in the Clerk's office of this court on .

Goldman, Sachs & Co.	BSOF Master Fund L.P.
Name of Alleged Transferor	Name of Transferee
Address of Alleged Transferor: Goldman, Sachs & Co. 30 Hudson Street, 36 th Floor Jersey City, NJ 07302 Contact: Andrew Caditz Phone: 212-357-6240 Fax: 212-428-1243 Email: Andrew.Caditz@gs.com	Address of Transferee: c/o Knighthead Master Fund, L.P. c/o Knighthead Capital Management, LLC 623 Fifth Avenue, 29 th Floor New York, NY 10022 Attn: Laura Torrado Tel: 212-356-2914 Fax: 212-356-3933 Email: ltorrado@knighthead.com and Blackstone Strategic Opportunity Associates L.L.C. 34 Park Avenue, 28 th Floor New York, New York 10154 Attention: Arthur Liao Phone: 212-583-5185 Fax: 212-583-5386 Email: liao@blackstone.com

DEADLINE TO OBJECT TO TRANSFER

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twentyone (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM
UNDER LEHMAN PROGRAM SECURITIES

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Goldman, Sachs & Co.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **BSOF Master Fund L.P.** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amounts specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number 66962, which amends Proof of Claim Number 51582, each filed by or on behalf of Seller's predecessor in interest (collectively, the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Partial Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) to Seller's knowledge, the Notice of Proposed Allowed Claim Amount ("**Notice**") for claim 66962 provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for claim 66962.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

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4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Partial Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Partial Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM
is executed this 31 day of Jan 2012.

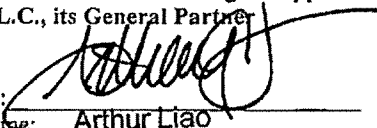
GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

BSOF MASTER FUND L.P.

By: Blackstone Strategic Opportunity Associates
L.L.C., its General Partner

By: 
Name: **Arthur Liao**
Title: **Authorized Signatory**

c/o Knighthead Capital Management, LLC
623 5th Ave., 29th Floor
New York, New York 10022
Attention : Laura L. Torrado, Esq.
Telephone: 212-356-2914
Facsimile: 212-356-3921
Email: ltorrado@knighthead.com

and

Blackstone Strategic Opportunity Associates L.L.C.
345 Park Avenue, 28th Floor
New York, New York 10154
Attention: Arthur Liao
Phone: 212.583.5185
Fax: 212.583.5386
Email: liao@blackstone.com

Schedule I

Transferred Claims

Purchased Claim

- (1) 83.85795% of XS0284511994 = USD 73,639,125.00 of USD 87,814,125.00 (the outstanding principal amount of XS0284511994 as described in the Proof of Claim), plus all interest related thereto,
- (2) 100% of XS0288341448 = USD 12,856,725.00 of USD 12,856,725.00 (the outstanding principal amount of XS0288341448 as described in the Proof of Claim), plus all interest related thereto,
- (3) 100% of XS0284892261 = USD 4,039,875.00 of USD 4,039,875.00 (the outstanding principal amount of XS0284892261 as described in the Proof of Claim), plus all interest related thereto, and
- (4) 100% of XS0303838006 = USD 8,320,725.00 of USD 8,320,725.00 (the outstanding principal amount of XS0303838006 as described in the Proof of Claim), plus all interest related thereto,
- (TOTAL) which, in the aggregate, equals 15.03673807% of the Proof of Claim = USD 98,856,450.00 of USD 657,432,812.50 (the outstanding amount of the Proof of Claim), plus all interest related thereto.

Lehman Programs Securities to which Transfer Relates

	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity (DD/MM/YYYY)
1.	Lehman Program Security	XS0284511994	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 51,950,000 (equivalent to USD 73,639,125.00)	02/07/14
2.	Lehman Program Security	XS0288341448	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 9,070,000 (equivalent to USD 12,856,725.00)	02/23/14
3.	Lehman Program Security	XS0284892261	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,850,000 (equivalent to USD 4,039,875.00)	02/08/14
4.	Lehman Program Security	XS0303838006	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,870,000 (equivalent to USD 8,320,725.00)	06/13/14
				TOTAL	USD 98,856,450.00	

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